IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE SECOND DAY OF DECEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MS JUSTICE G.ROHINI

WRIT PETITION NO : 2702 of 2000

Between:

CAPT A.N.AZMI S/o Mr. M.N. Azmi,
Road No. 13-A, Banjarahills,
hyderabad.

..... PETITIONER

AND

Indian Airlines Ltd.,
New Delhi-110 001.

.....RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court will be pleased to issue a writ of mandamus or direct the respondents to determine the amount of Rs.64,756.55 ps as hotel accommodation expenses to be payable by the petitioner is illegal unlawful and liable to be set aside the same.

Counsel for the Petitioner : MR. M.M.FIRDOS

Counsel for the Respondent: MR.K.SRINIVASAMURTHY

The Court made the following :

THE HON'BLE MS. JUSTICE G.ROHINI

WRIT PETITION NO.2702 OF 2000

ORDER:

The petitioner was originally in the employment of "Vayudoot Limited", a Company registered under the Companies Act, 1956. Subsequently, the said company was merged with Indian Airlines and the employees of Vayudoot including the petitioner were absorbed into various organizations functioning under the control of the Ministry of Civil Aviation in accordance with the directions dated 25-05-1993. It is not in dispute that at the relevant point of time the petitioner was carrying on the functions as a Regional Manager of the Southern Region. It is also not in dispute that he was entrusted with the Additional Charge of Eastern Region by proceedings dated 06-03-1996.

The petitioner states that having been entrusted with the Additional Charge of Eastern Region, he was compelled to visit Eastern Region having base at Kolkata in connection with his official duties. It is claimed that during his visits to Kolkata, the Operational Department maintained by the Indian Airlines at the Airport used to issue authorization letter to the concerned hotel for accommodation of the petitioner after verifying his entitlement and thus he availed hotel accommodation during his stay at Kolkata for the performance of the official duty upto 04-07-1996. While so, by letter dated 22/29-11-1996 the respondent / Indian Airlines claimed a sum of Rs.64,756-55 ps from the petitioner towards hotel expenses. The said amount was deducted from a sum of Rs.80,000/- to which the petitioner was entitled to towards the Productivity Linked Incentive and a sum of Rs.15,243-45 ps was paid to him. Aggrieved by the same, the petitioner made various representations to the respondent contending that the denial of hotel accommodation to him is arbitrary and illegal since he has been visiting the Regional Office at Kolkata to perform his official duties. However, there was no response from the respondent. Hence, this writ petition seeking a Writ of Mandamus declaring that the action of the respondent in deducting a sum of Rs.64,756-55 ps towards hotel accommodation expenses as

arbitrary and illegal.

On behalf of the respondents, a counter-affidavit has been filed by the Deputy General Manager (Personnel), Indian Airlines, Southern Region stating that by proceedings dated 06-03-1996 the petitioner was entrusted to hold the current charge of the post of Deputy General Manager (Operations), Eastern Region, Kolkata, in addition to his own duties as Regional Head, Southern Region, Hyderabad. Thereafter, the petitioner was issued with further proceedings dated 10-05-1996 issued by the General Manager-III, Short Haul Operations Department (S.H.O.D.), New Delhi communicating the terms & conditions of his appointment as Officiating Deputy General Manager (Operations), Kolkata, in which it is clearly stated that the petitioner will be allowed to retain the Company leased accommodation at Hyderabad at a monthly rental not exceeding Rs.4,500/- as per his own request though he was transferred out of Hyderabad. It was also specifically stated in the said order that the petitioner has to make his own arrangements for stay at Kolkata where he was carrying functions under an officiating arrangement only. It was also stated that subsequently the petitioner was permanently posted at Kolkata as Officiating Deputy General Manager (Operations), by proceedings dated 08-08-1996 duly informing that he is allowed to avail company leased accommodation at Kolkata for an amount not exceeding Rs.4,500/- per month and that the leased accommodation at Hyderabad stands withdrawn. It is further stated that against the instructions issued to him, the petitioner continued his stay in Hotel Taj Bengal till 04-07-1996, for 49 days and a bill was received by Indian Airlines, Kolkata for Rs.1,68,671-55 ps in connection with his stay which was not authorized by the Company since he was in possession of the company leased accommodation at Hyderabad. By letter dated 10-10-1996 the General Manager (Finance), New Delhi informed the petitioner that his stay in the Hotel Taj Bengal for 49 days was not permissible as per the rules of the Company and therefore the expenses would be recovered from the dues payable to him as the payment was already made to the Hotel on his behalf on receipt of bills. He was also informed that the ad hoc payment of Productivity Linked Incentive amounting to Rs.80,000/- due to the petitioner was adjusted against the said recovery. The petitioner made a representation dated 28-10-1996, in pursuance of which the matter was considered by the Executive Director, S.H.O.D. and it was decided to restrict the recovery of the amount of Hotel

expenses for his stay only after 14-05-1996 and the same was communicated to the petitioner vide letter dated 29-11-1996 of the General Manager (Finance), New Delhi. Accordingly, the said amount of Rs.64,756-55 ps towards the Hotel bills for the period from 16-05-1996 to 04-07-1996 was deducted and the details of the same were furnished to the petitioner. Thereafter, the petitioner again addressed a letter dated 14-03-1997 to the Director (S.H.O.D.), New Delhi stating that he had stayed in the hotel due to some misunderstanding and requested to refund the amount of Rs.65,000/- recovered from him. In reply, the petitioner was informed by letter dated 09-05-1997 that though he was not entitled to stay in the hotel from 04-03-1996 and the total period of stay was 49 days, he was given the benefit of reimbursement upto the date of his transfer to Kolkata on 09-05-1996. Hence, the present writ petition filed at a belated stage in the year 2000 is not justified and the petitioner is not entitled to any relief as prayed for.

I have heard the learned Counsel for the petitioner, the learned Counsel for the respondent and perused the material on record.

The learned Counsel for the petitioner vehemently contended that since the petitioner was holding additional charge of Eastern Region during the period from 06-03-1996 to 22-08-1996, he is entitled to hotel expenses for his stay at Kolkata during the said period. While placing before this Court, a statement of the Hotel Bills, which reflects the stay of the petitioner at Kolkata only upto 04-07-1996, the learned Counsel contends that since the claim of the petitioner was restricted to the period anterior to his posting at Kolkata on permanent basis, the respondent is not justified in denying the said benefit to the petitioner.

On the other hand, the learned Counsel for the respondent submits that since the petitioner was provided with leased accommodation at Hyderabad, as per the conditions of his appointment, the Company is not liable to pay Hotel expenses for his stay at Kolkata. He submits that, as a matter of fact, the respondent Company took a liberal view and restricted the recovery of amount from 49 days to 19 days and the petitioner was informed of the said decision long back in the year 1996 itself and the present writ petition is only an after-thought and misconceived.

In the light of the rival contentions raised by the learned Counsel for both the parties and on a perusal of the material on record, it is clear that though the petitioner was put in additional charge of the Eastern Region, Kolkata for the period from 06-03-1996 to 08-08-1996, as per the terms & conditions of appointment which were informed to the petitioner by letter dated 10-05-1996, the petitioner was required to make his own arrangements for stay at Kolkata, since he retained the Company leased accommodation at Hyderabad. The petitioner does not dispute the fact that he availed the said facility of company leased accommodation at Hyderabad as per his own option. Having been in possession of the company leased accommodation at Hyderabad, the petitioner cannot make any claim for the expenses towards his stay at Kolkata since the same was not authorized by the respondent. It is to be noted that though the petitioner stayed for a total period of 49 days, for which the respondent received a bill for Rs.1,68,671-55 ps from Hotel Taj Bengal, the recovery was reduced to Rs.64,756-55 ps by restricting the recovery only for the period from 16-05-1996 to 04-07-1996. Thus, the petitioner was given the benefit for the period prior to 14-05-1996 on which date he was served with the letter of the General Manager, SHOD, New Delhi dated 10-05-1996 informing the terms & conditions of his appointment as Officiating Deputy General Manager, Kolkata. It is not the case of the petitioner that he was not served with the said letter nor it is pleaded that he was not aware of the terms & conditions of the said appointment. Having failed to raise any objection to the said letter, dated 10-05-1996, whereunder he was informed that he has to make his own arrangements for stay at Kolkata, the petitioner is precluded from raising any claim towards the expenses incurred for his stay at Kolkata after 14-05-1996. Hence, the respondent cannot be found fault with in affecting recovery of a sum of Rs.64,756-55 ps towards the Hotel expenses for the period from 16-05-1996 to 04-07-1996. The petitioner was informed about the stand of the respondent from time to time as can be seen from the details furnished in the counter-affidavit. Hence, the plea of the petitioner that the respondent failed to consider his representations cannot be accepted. That apart, as rightly contended by the learned Counsel for the respondent, whereas the recovery was affected in the year 1996, the present writ petition filed in the year 2000 is also liable to be rejected on the ground of laches. The mere fact that the petitioner has been making representations cannot be taken as a satisfactory explanation particularly in view of the fact that the petitioner was informed about the

stand of the respondents by letters dated 10-10-1996, 29-11-1996, and 09-05-1997 stating in clear terms that he was not entitled to the expenses for his stay in the Hotel at Kolkata.

For the aforesaid reasons, the Writ Petition is without any substance and the same is accordingly dismissed. No costs.

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02nd December, 2004.

Gbs

To

1. Indian Airlines Ltd.,
   New Delhi-110 001.

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